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7 Attorneys for Defendant  
8 HOME DEPOT U.S.A., INC. (Erroneously sued  
herein as THE HOME DEPOT U.S.A., INC.)

10 UNITED STATES DISTRICT COURT  
11 CENTRAL DISTRICT OF CALIFORNIA

12 SCOTT VAN TASSELL

13 Plaintiff,

14

13 THE HOME DEPOT U.S.A., INC.,  
14  
15  
16 DOES 1-25, inclusive,

17 Defendants.

No. 2:12-cv-12-9500-JGB (JCGx)

**DEFENDANT HOME DEPOT  
U.S.A., INC.'S  
CONFIDENTIALITY  
STIPULATION AND  
PROTECTIVE ORDER**

**NOTE: CHANGES MADE BY THE COURT:**

## **CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

20 The discovery sought by the parties in the above-styled case is likely to  
21 involve production of documents and things containing business, competitive,  
22 proprietary, trade secret or other information of a sensitive nature about the party  
23 (or of another person which information the party is under a duty to maintain in  
24 confidence), hereafter referred to as "Confidential Information," and witness  
25 testimony containing Confidential Information. Accordingly, the parties having  
26 agreed to enter into this Confidentiality Stipulation and Protective Order ("the  
27 Order") to govern the production of documents and testimony that contains  
28 Confidential Information, and for good cause shown, the Court hereby ORDERS

1 as follows:

2 **Designation of Confidential Information**

3       1. *Designation of Material.* Documents and other things claimed to be  
 4 or to contain Confidential Information shall, prior to production, be marked by the  
 5 producing party as "Confidential." Placement of the "Confidential" designation on  
 6 each protected page or on the initial page of a protected document when it is  
 7 produced shall constitute notice and shall designate the document as Confidential  
 8 material. Copies, extracts, summaries, notes, and other derivatives of Confidential  
 9 material also shall be deemed Confidential material and shall be subject to the  
 10 provisions of this Order.

11       2. *Subsequent Designation.* Documents and/or materials produced in  
 12 the litigation that are not identified as Confidential Information when they were  
 13 initially produced may within a reasonable time thereafter be designated as  
 14 Confidential by the producing party, or by the party or parties receiving the  
 15 production, or by a person, by providing written notice to counsel for all other  
 16 parties and to any person who may be involved. Each party or person who  
 17 receives such written notice shall endeavor to retrieve any Confidential  
 18 Information that may have been disseminated, shall affix a "Confidential"  
 19 designation to it, and shall thereafter distribute it only as allowed by this Order.  
 20 No distribution prior to the receipt of such written notice shall be deemed a  
 21 violation of this Order.

22       3. *Designation of Depositions.* Depositions or portions thereof upon  
 23 oral or written questions may be classified as Confidential Information either by an  
 24 examining party's attorney or by an attorney defending or attending the deposition.  
 25 A party claiming that a deposition or any portion thereof is Confidential  
 26 Information shall give notice of such claim to the other affected parties and  
 27 persons either prior to or during the deposition, or within twenty-eight (28) days  
 28

1 after receipt of the deposition transcript, and the testimony taken and the transcript  
 2 of such deposition or portion thereof shall be designated as Confidential.

3       4. *Modification of Designation.* The designation of Confidential  
 4 Information by the producing party shall not be determinative and may be  
 5 modified or eliminated at any time in one of two ways, as explained below.

- 6       (a)     The producing party may agree in writing to downgrade or  
 7            eliminate the Confidential designation concerning any material it  
 8            produced.
- 9       (b)     If the parties cannot agree as to the designation of any particular  
 10           information or material after good faith discussion, the receiving  
 11           party may move the Court to downgrade or eliminate the  
 12           “Confidential” designation. The burden of proving that the  
 13           information has been properly designated as protected shall be on  
 14           the party who made the original designation.

15           **Access to Confidential Information**

16       1. *General Access.* Except as otherwise expressly provided herein or  
 17           ordered by the Court, Confidential Information may be revealed only as follows:

- 18       (a)     To outside counsel for a party hereto (and secretaries, paralegals,  
 19           and other staff employed in the offices of such outside counsel  
 20           who are working on the litigation), provided that outside counsel  
 21           who are not of record must first sign and deliver to counsel of  
 22           record for each other party or parties a letter in the form of Exhibit  
 23           A hereto.
- 24       (b)     To the parties after they have been given a copy of this  
 25           Confidentiality Stipulation by their outside counsel and signed a  
 26           letter in the form of Exhibit A.
- 27       (c)     To court reporters transcribing a deposition, hearing, or other  
 28           proceeding in this matter who sign Exhibit A attached hereto

1 (excluding court-appointed court reporters).

2 (d) To independent experts and independent consultants (meaning a  
 3 person who is not an employee, officer, director, or owner in any  
 4 capacity of a party and who is retained by a party or a party's  
 5 outside counsel in good faith for the purpose of assisting in this  
 6 litigation) who sign Exhibit A attached hereto.

7 Nothing herein shall prevent the producing party from showing the  
 8 documents or information to an employee of that party.

9 2. *No Copies/Notes.* Except for internal use by outside counsel for the  
 10 parties hereto, for Court and deposition copies, and for such use as is expressly  
 11 permitted under the terms hereof, no person granted access to Confidential  
 12 Information shall make copies, reproductions, transcripts, or facsimiles of the same  
 13 or any portion thereof or shall take notes or otherwise summarize the contents of  
 14 such Confidential Information.

15 3. *Disputes over Access.* If a dispute arises as to whether a particular  
 16 person should be granted access to Confidential Information, the party seeking  
 17 disclosure may move the Court to permit the disclosure and must obtain an order  
 18 of the Court before disclosing the information.

19 **Use of Confidential Information**

20 1. *Use in this Litigation Only.* Confidential Information may be used  
 21 only for purposes of this litigation. Each person to whom the disclosure of any  
 22 Confidential Information is made shall not, directly or indirectly, use, disclose, or  
 23 disseminate, or attempt to use, disclose, or disseminate, any of the same except as  
 24 expressly provided herein.

25 2. *Use at Depositions.* If Confidential Information is to be discussed or  
 26 disclosed during a deposition, the producing party shall have the right to exclude  
 27 from attendance at the deposition, during the time the Confidential Information is  
 28 to be discussed, any person not entitled under this Order to receive the

1 Confidential Information.

2       3. ~~Use at Court Hearings and Trial.~~ Subject to California's Rules of  
~~the presiding judge officer.~~  
3 Evidence, Confidential Information may be offered into evidence at trial or at any  
4 hearing or oral argument, provided that the proponent of the evidence containing  
5 Confidential Information gives reasonable advance notice to the Court and counsel  
6 for the producing or designating party. Any party may move the Court for an  
7 order that the evidence be received in camera or under other conditions to prevent  
8 unnecessary disclosure. If presented at trial, the status of evidence as Confidential  
9 Information shall not be disclosed to the finder of fact.

10     4. *Filing Under Seal.* Each document filed with the Court that contains  
11 any Confidential Information shall be filed in a sealed envelope or other  
12 appropriate sealed container on which shall be set forth the title and number of this  
13 action, a general description or title of the contents of the envelope, and a  
14 statement that the contents are Confidential and subject to a Protective Order and  
15 that the envelope is not to be opened nor the contents thereof revealed except to  
16 counsel of record in the litigation or court personnel, or pursuant to order of the  
17 Court. Copies of such documents served on counsel for other parties shall be  
18 marked as Confidential. *The parties shall comply w/ J.R. 77-5*

19     5. *Reasonable Precautions.* Counsel for each party shall take all  
20 reasonable precautions to prevent unauthorized or inadvertent disclosure of any  
21 Confidential Information.

22     6. *Return After Litigation.* Within thirty (30) days of the final  
23 termination of this litigation by judgment, appeal, settlement, or otherwise, or  
24 sooner if so ordered by the Court, counsel for each party shall return to counsel for  
25 the party who furnished the same all items constituting, containing, or reflecting  
26 the other party's Confidential Information.

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### Other Provisions

2       1. *Not an Admission.* Nothing in this Order shall constitute an  
3 admission by the party that information designated as Confidential is actually  
4 Confidential Information. Furthermore, nothing contained herein shall preclude  
5 the parties or a person from raising any available objection, or seeking any  
6 available protection with respect to any Confidential Information, including but  
7 not limited to the grounds of admissibility of evidence, materiality, trial  
8 preparation materials and privilege.

9       2. *Miscellaneous.* This Order shall apply to the production of all  
10 materials whether or not such materials are informally produced or produced in  
11 response to a formal discovery request or a Court order in this litigation. This  
12 Order may be used to protect the confidentiality of the residential addresses and  
13 social security numbers of the parties and of any and all current or former  
14 employees of either of the parties or their affiliates.

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1 The parties having stipulated and agreed hereto, it is SO ORDERED, this  
2 15 day of November, 2013.

**JUDGE OF THE DISTRICT COURT**

6 SO STIPULATED AND AGREED:

8 DATED: 11/13/13 BURNHAM BROWN

By Alwin  
AIMEE JAMOY PERERA

AMEE HAMOY PERERA  
Attorneys for Defendant  
HOME DEPOT U.S.A., INC. (Erroneously  
sued herein as THE HOME DEPOT U.S.A.,  
INC.)

14 DATED: **LAW OFFICE OF BALL & YORKE**

By ALLAN R. BALL  
Attorneys for Plaintiff  
SCOTT VAN TASSELL

25 4828-0847-3109, v. 1

1 The parties having stipulated and agreed hereto, it is SO ORDERED, this  
2 \_\_\_\_\_ day of \_\_\_\_\_, 2013.

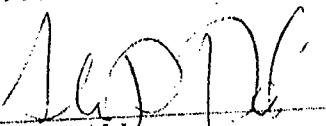
3  
4 JUDGE OF THE DISTRICT COURT  
5  
6

7 SO STIPULATED AND AGREED:  
8

9  
10 DATED: \_\_\_\_\_ BURNHAM BROWN  
11  
12

13 By \_\_\_\_\_  
14 AIMEE HAMOY-PERERA  
15 Attorneys for Defendant  
16 HOME DEPOT U.S.A., INC. (Erroneously  
17 sued herein as THE HOME DEPOT U.S.A.  
18 INC.)  
19  
20

21 DATED: 9/5/2013 LAW OFFICE OF BALL & YORKE  
22

23 By   
24 ALLAN R. BALL  
25 Attorneys for Plaintiff  
26 SCOTT VAN TASSELL  
27  
28

4828-0847-3109, v. 1

1 SCOTT VAN TASSELL, }  
2 Plaintiff, }  
3 v. }  
4 HOME DEPOT U.S.A., INC., et al. }  
5 Defendants. }  
6 }  
7 \_\_\_\_\_ }  
8 **EXHIBIT A**  
9 **AGREEMENT CONCERNING INFORMATION COVERED BY**  
10 **CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER**

11 I have been designated by \_\_\_\_\_ as a person who  
12 may have access to Confidential Information as that term is defined in the  
13 Confidentiality Stipulation and Protective Order (the "Order") entered in the  
14 above-entitled case.

15 Having read the Order, I agree to comply fully with it and to be bound by its  
16 terms with respect to all documents and information designated as "Confidential"  
17 under the Order. I agree not to copy any documents or information that have been  
18 designated as "Confidential" and disclosed to me and not to disclose such  
documents or information to any person or entity not authorized under the Order to  
view Confidential Information.

19 I declare under penalty of perjury under the laws of the United States of  
20 America that the foregoing is true and correct. Executed this \_\_\_\_\_ day  
21 of \_\_\_\_\_, 2013.

22 \_\_\_\_\_  
23 Name

24 \_\_\_\_\_  
25 Address

26 \_\_\_\_\_  
27 Employer

28 \_\_\_\_\_  
29 Job Title